

QUALIFICATION QUESTIONNAIRE

PROVIDE OPERATIONAL AND PREVENTIVE MAINTENANCE SERVICES FOR THE NEW
SEWAGE TREATMENT PLANT AT KUPUNA HOME O'WAIALUA

Hawaii Public Housing Authority (HPHA)
Construction Management Branch Office
1002 North School Street, Bldg. "C"
Honolulu, HI 96817

Having been first duly sworn and deposed, the undersigned states that he/she has the minimum qualifications required in the Technical Specifications and that he/she is furnishing the following information as proof of his/her qualification:

1. Name of Bidder: _____

2. Business Organization:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

Offeror is

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

State of Incorporation ☐ Hawaii ☐ Other: _____

3. Principal Office Address: _____

3a. Payment Address: _____

4. All bidders must complete or answer the following items:

4a. Give the history of the bidder's experience in maintenance of sewage treatment plants or similar facilities in the State of Hawaii. Include the number of years of experience:
(Attach separate pages if necessary.)

4b. Give the names and addresses of companies or government agencies at which the bidder has provided or is currently providing maintenance services mentioned in Question 4a, together with the dates of services:

<u>Name</u>	<u>Address</u>	<u>Dates</u>
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5. Financial References: Give at least three references as to the bidder's financial ability to provide sewage treatment plant maintenance services for the HPHA.

<u>Name of Reference</u>	<u>Address</u>	<u>Phone No.</u>
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The bidder authorizes the HPHA to confirm all or any of the foregoing information with any financial institution or any other source.

The undersigned has carefully read and understands the terms and conditions specified in the Invitation For Bids specifications by reference made part of this bid and hereby submits the following offer to perform the work specified.

ATTACHMENT 1

The undersigned further understands and agrees that by submitting this offer, 1) they are declaring their offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) they are certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully Submitted,

Telephone No.: _____

Exact Legal Name of Offeror

Fax No.: _____

Authorized Signature (Original)

Hawaii General Excise Tax Lic. I.D. No. _____

Title

Social Security or Federal I.D. No.: _____

Street Address

City, State, Zip Code

STATE OF HAWAII)
) SS
CITY & COUNTY OF _____)

_____ and _____, being
duly sworn, depose and say: that he/she/they is/are the _____ and
_____, respectively of _____, in
whose behalf he/she/they makes/make this affidavit; that he/she/they has/have read the foregoing
Notice of Intent to Bid and Qualification Questionnaire, the answers and the information
submitted; and that the answers and information are true and correct to the best of his/her/their
knowledge and belief.

By _____

Its _____

By _____

Its _____

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public / State of Hawaii

My commission expires _____

WAGE CERTIFICATE

SUBJECT: BID NO.: IFB CMS-2011-33

DESCRIPTION OF PROJECT

PROVIDE OPERATIONAL AND PREVENTIVE MAINTENANCE SERVICES FOR THE NEW SEWAGE TREATMENT PLANT AT KUPUNA HOME O'WAIALUA

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS.), I hereby certify that if awarded the Contract is in excess of \$25,000.00 the services will be performed under the following conditions:

1. The services shall be performed by employees at wages or salaries not less than wages or salaries paid to public officers and employees doing similar work.

2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

BIDDER: _____

BY: _____
Signature of Person Authorized to Sign this Bid.

Please Print

NAME: _____

TITLE: _____

DATE: _____

BID OFFER FORM
(PROPOSAL)

FOR

PROVIDE OPERATIONAL AND PREVENTIVE MAINTENANCE SERVICES

FOR THE NEW SEWAGE TREATMENT PLANT

AT

KUPUNA HOME O`WAIALUA, HA 1050

WAIALUA, OAHU, HAWAII

TAX MAP KEY: 6-7-16:28

HPHA JOB NUMBER: 11-022-150-S

To: Hawaii Public Housing Authority (HPHA)
1002 North School Street
Honolulu, Hawaii 96817

Gentlemen:

The undersigned, ("Bidder") having visited the site of work, became familiar with the conditions under which the work is to be performed. He has read the specifications and other documents relating to the **HPHA Job No. 11-022-150-S, PROVIDE OPERATIONAL AND PREVENTIVE MAINTENANCE SERVICES FOR THE NEW SEWAGE TREATMENT PLANT AT KUPUNA HOME O`WAIALUA, WAIALUA, OAHU, HAWAII**, hereby proposes to furnish all labor, materials, equipment, and services required to complete the following proposal in place complete. The services are shown and called for, all according to the true intent and meaning of the plan and specifications for a three (3) year period, for the Lump Sum Bid (including the HPHA or Department of Health reports, permit fees, lab tests, and pumping service charges) specified below:

1. **BASE BID: Three (3) calendar years maintenance period**, for a total lump sum of (including Department of Health and Environmental Protection Agency requirements, reports, permit fee, lab tests, pumping service charges and the Hawaii General Excise Tax and any other applicable fees, taxes and surcharges):

_____ DOLLARS (\$ _____)

2. **OPTION YEAR 1: One (1) calendar year maintenance period**, for a total lump sum of (including Department of Health and Environmental Protection Agency requirements, reports, permit fee, lab tests, pumping service charges and the Hawaii General Excise Tax and any other applicable fees, taxes and surcharges):

_____ DOLLARS (\$ _____)

3. **OPTION YEAR 2: One (1) calendar year maintenance period**, for a total lump sum of (including Department of Health and Environmental Protection Agency requirements, reports, permit fee, lab tests, pumping service charges and the Hawaii General Excise Tax and any other applicable fees, taxes and surcharges):

_____ DOLLARS (\$ _____)

4. **UNIT PRICE: MAN-HOUR RATES FOR EMERGENCY SERVICES.** Emergency services shall be paid to the Contractor on an actual time and material basis. The man-hour rates for such emergency services are as follows:

<u>TIME</u>	<u>SERVICES</u>	<u>HOURLY RATE</u>
7:30 a.m. to 4:30 p.m.	Mechanical:	\$ _____ per hour
	Electrical:	\$ _____ per hour
4:31 p.m. to 7:29 a.m.	Mechanical:	\$ _____ per hour
	Electrical:	\$ _____ per hour
Saturday (all day)	Mechanical:	\$ _____ per hour
	Electrical:	\$ _____ per hour
Sunday & State Holidays (all day)	Mechanical:	\$ _____ per hour
	Electrical:	\$ _____ per hour

Hourly rates shall apply for the duration of the Contract from the base 3-year maintenance period to Option Year 1 and Option Year 2.

5. In submitting this bid, it is understood that the bidder has examined and is familiar with the existing site conditions and the scope of work as provided by the drawings and specifications and accepts all conditions of the work.
6. The low bidder for purposes of award shall be the conforming responsible bidder offering the lowest Base Bid amount.

ATTACHMENT 3

IFB CMS-2011-33

7. The HPHA reserves the right to accept or reject any and all proposals, and to determine the lowest responsible bidder. Pursuant to Section 356-15.5 of the Hawaii Revised Statutes, if all bids are above the budgeted amount and funds available, the HPHA reserves the right to negotiate with any bidder or non-bidder at the HPHA's sole discretion.
8. The bidder understands and agrees that all work shall be completed within **Three (3)** consecutive calendar years from the date stipulated on the Notice to Proceed as provided in the Contract and the Special Conditions.
9. The bidder understands that this bid may not be withdrawn for ninety (90) calendar days after the opening of bids.

BIDDER SHALL CONFIRM THE EXISTENCE OF ANY ADDENDUM TO THIS BID SOLICITATION BY TELEPHONE AT (808) 832-5340.

Receipt of the following addenda (if any) issued by the HPHA is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1 _____ Addendum No. 2 _____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted.

FIRM NAME _____

By _____

Title _____

Date _____, 20__

OFFICIAL ADDRESS:

TECHNICAL SPECIFICATIONS

Provide Operational and Preventive Maintenance Services for the New Sewage Treatment Plant at Kupuna Home O`Waialua, Waialua, Oahu, Hawaii

Table of Contents:

- I. Description of Maintenance Services
- II. Certifications
- III. General Information
- IV. Specification for Services of the Sewage Treatment Plant System
- V. Emergency Services
- VI. Workmanship
- VII. Protection
- VIII. Contractor and the State Department of Health (DOH)
- IX. Storage of Materials and Equipment
- X. Notification of the HPHA Staff and Residents
- XI. Clean-Up

I. DESCRIPTION OF MAINTENANCE SERVICES:

The services shall consist of performing required operational and preventive maintenance of the new sewage treatment plant, sewage lift station, and the emergency generator located at Kupuna Home O`Waialua, HA 1050, 67-088 Goodale Avenue, Waialua, Oahu, Hawaii.

Such services are to be conducted in accordance with the best practices of the industry governing the operation and maintenance of sewage treatment plants, sewage lift/pump stations and in accordance with manufacturer's instructional manuals, so as to assure the final effluent is within the DOH and the Environmental Protection Agency (EPA) requirements.

Such services will include furnishing and paying for water testing and analysis, sludge measuring devices, waste sludge removal, labor, materials, minor parts, and hand tools necessary to properly operate and maintain the new sewage treatment plant, sewage lift/pump station and emergency generator. Inspection and monitoring reports shall be submitted to the Hawaii Public Housing Authority (HPHA). Handwritten inspection and monitoring reports will not be allowed.

Minor parts shall mean those parts costing less than \$50.00 and major parts shall mean parts costing individually \$50.00 or more as shown on the manufacturer's price list.

Only new standard parts manufactured by the maker of each unit or parts of equal quality shall be used. The Contractor will be furnished or compensated by the HPHA for any major parts or equipment replacement. The Contractor shall provide all chemicals, including chlorine and chemicals needed for required testing. The Contractor must maintain a daily running log (checklist) recording the date of each operational and maintenance service work performed and who performed the work. The log book shall be kept in the maintenance shed at the project site.

II. CERTIFICATIONS:

- A. The Contractor shall have a Grade 2 Wastewater Treatment Plant Operator license or higher in the State of Hawaii.

III. GENERAL INFORMATION:

A. SEWAGE TREATMENT PLANT

The sewage treatment plant has a capacity of 10,000 gallons per day and is manufactured by Smith & Loveless, Inc., Serial No. MF-00291-L. The sewage treatment plant is an underground fixed-media activated sludge system which utilizes submerged media. Airlifts aerate and circulate the contents inside the tank. The treatment plant tank has two observation ports and two ports for sludge measurement/pumping. Bacteria grow on the media and metabolize the wastewater as it passes through the media, resulting in biological treatment. The oxygen required by the sewage treatment plant is supplied by above-ground redundant air blowers. Each air blower will be controlled by a variable speed drive to automatically ramp up/down based on the readings from a dissolved oxygen sensor within the treatment plant. The dissolved oxygen sensor measures the dissolved oxygen and temperature in the tank every 30 minutes. The blowers are programmed to alternate automatically every 12 hours. The blower controls are located in a cabinet next to the blowers.

The sewage treatment plant includes the following major components:

1. Sewage treatment plant module (below-ground), Smith & Loveless Model KX1126T
2. Two (2) positive displacement blowers, Dresser Roots, Model Universal RAI-36, 75 SCFM, 4 to 7 psi operating pressure, 1426 RPM
3. Two (2) blower motors, 7.5 HP, 1750 RPM
4. Blower intake and discharge silencers for each blower, Universal Silencer Model URB-2.5
5. Isolation valve, check valve, air relief valve, pressure gauge, and pressure switch for each blower
6. Two (2) fiberglass blower enclosures

7. Dissolved oxygen sensor, Environmental Instruments, LLC, Model FL-3 Fluoroprobe
8. Control Panel which includes:
 - a. Two (2) blower variable speed drives, 3 Phase, 11 kW, ABB, Model ACH550-01-046A-2
 - b. Dissolved oxygen sensor controls
 - c. Control panel air conditioning unit, McLean, Model T20
9. There are two (2) air lift valves and one (1) air scour valve located next to the tank.

B. SEPTIC TANK

The septic tank is a 10 feet diameter underground fiberglass tank with a volume of 10,000 gallons and is manufactured by Xerxes Corporation. The volume of the septic tank is sized for roughly one day of flow. The septic tank is intended to be a pretreatment system to remove large solids/debris from entering the sewage lift station and the sewage treatment plant. The septic tank has three (3) inspection ports and contains an internal baffle wall. Generally, grease and large objects will float to the water surface and wastewater will pass through openings within the baffle.

C. SEWAGE LIFT/PUMP STATION

The sewage lift station is contained within an underground wet well which has an inside diameter of 4 feet. The lift station contains a redundant pumping system. The primary purpose of the sewage lift station is to pump the flow into the sewage treatment plant. The pumps alternate automatically after every pumping cycle. The pumps operate based on a pressure transducer level measurement device. There are also back-up floats for low level and high level alarms. In alarm events, the pump control panel uses a telephone line to send an automated message to the operator. The pump control panel is located on the electrical equipment rack.

The sewage lift station includes the following major components:

1. Two (2) submersible sewage pumps, Ebara, ½ HP, 1 Phase, 120 V, Model 50DWXFU6.4
2. Two (2) pump removal systems include stainless steel slide rails and stainless steel lifting chains.
3. Level sensors:
 - a. Pressure transducer, GE PTX 1290
 - b. 2 float switches, manufactured by Conery
4. High level and low level wet well alarm
5. Pump control panel which includes:
 - a. Telephone line to dial out to operator in event of alarm
 - b. Magnetic flow meter transmitter, Siemens, Model MAG 5000

D. LIFT STATION VALVE BOX

The lift station valve box is located next to the sewage lift station. The valve box contains the valves and the flow meter for the sewage lift station. The flow meter read out is located inside the pump control panel. The valve box includes the following major components:

1. Two (2) check valves, Spears, Swing Check
2. Two (2) ball valves, Spears, Model True Union 2000
3. Magnetic flow meter, Siemens, Model MAG 5100W

E. CHLORINE FEED SYSTEM

The primary purpose of the chlorine feed system is to provide disinfection. The disinfection system consists of a manually fed chlorine tablet feeder which is installed within a manhole. The chlorine feed system is located next to the sewage treatment plant.

The following are the major components of the chlorine feed system:

1. Chlorine Tablet Feeder, Norweco, Bio-Dynamic XT 2000

F. EMERGENCY GENERATOR

The primary purpose of the propane generator is to provide back-up power to the sewage lift station and the air blowers of the sewage treatment plant. The generator is fueled by commercial grade propane from The Gas Company. The generator has an automatic transfer switch which will detect a loss of normal power and will turn on the generator. The generator can run for 24 hours or until the site runs out of fuel.

1. Emergency propane generator, Cummins West, Inc., 30 kW, Model GGMC, 30 kW, 120/240V, Single Phase, 3W
2. Automatic transfer switch, Cummins, Model OTEC, 120/240V, Single Phase, 3W
3. Propane fuel system (on-site gas tank)

G. EFFLUENT DISPOSAL SYSTEM

The facility has two (2) underground effluent disposal systems, designed to be a redundant system. A flow distribution box divides the effluent flow evenly to the two leach fields. Each leach field has an isolation valve to shut off service. The system consists of:

1. One (1) flow distribution box
2. Two (2) valve boxes each containing a ball valve (Spears True Union 2000 with handle extension)
3. Leach Field #1, constructed with 4" perforated PVC pipes
4. Leach Field #2, constructed with chambers (Advanced Drainage Systems, Inc. Model ARC 36 HC)
5. Inspection ports for both leach fields

IV. SPECIFICATION FOR SERVICES OF SEWAGE TREATMENT PLANT:

A. GENERAL SERVICES FOR THE COMPLETE SYSTEM

The general operational and maintenance service shall be performed during each visit and shall include, but not be limited to, the following:

1. Weekly Services Required: (minimum of one (1) day per calendar week)
 - a. Inspect and lubricate all mechanical equipment according to the manufacturer's recommendations.
 - b. Check all systems for leaks.
 - c. Check all gauges and monitoring devices and keep in proper working order.
 - d. Maintain a running log recording the date of each operational and maintenance service work performed and who performed the work.
2. Monthly Services Required:
 - a. Ensure all emergency functions are in proper working condition.
 - b. Take water samples, conduct analysis and prepare reports as required to meet the DOH "Hawaii Administrative Rules" Chapter 11-62 regulations. Submit copy of the test results to the HPHA Project Engineer and to the DOH as required.
 - c. Prepare and submit to the HPHA Project Engineer a monthly summary of events and visits.
 - d. Waste sludge disposal services and the monthly invoice must reflect the authorized disposal site.

3. Annual Services Required:

- a. Perform corrosion control on all visible rust on all exposed metal and equipment. Chip, wire brush and apply rust preventive primer and two (2) coats of industrial enamel to match existing color.
- b. Be present for and assist in the annual DOH inspections.

4. As Required:

- a. Measure sludge build-up in the treatment plant tank bottom. Schedule sludge pumping and disposal as required maintaining sludge within manufacturer's recommendations. Treatment plant and septic sludge pumping shall be performed on the same day.
- b. Remove pumps from the wet well; clean and inspect, paying particular attention to pump impellers.
- c. Operate and lubricate all valves, repack as required.
- d. Test, inspect, clean and lubricate all major electrical equipment including motors, starters, float switches, pressure transducers, dissolved oxygen sensors, contactors, circuit breakers, fuses, relays and magnetic starters in accordance with manufacturer's instructions.
- e. Pump down, flush and inspect lift station wet well. Scrape wet well walls, remove grit, grease and debris from wet well and dispose at approved landfill site.
- f. Inspect, clean and service check valves and pump impeller. Overhaul pumps as required.
- g. Clean all exposed bare metal and rust spots and apply touch up paint to match.
- h. Air scour media in aeration zone for 30 minutes during low flow period if spacing between media is less than 0.5 inches.

B. SLUDGE PUMPING FREQUENCY ADJUSTMENTS

- a. During the first year of operation, the Contractor, upon prior approval from the HPHA, shall make adjustments to the treatment plant sludge pump frequency to maintain effluent standards which meets the requirements of the DOH. Sludge pumping for the treatment plant, however, shall be pumped at a minimum of every 3 months.
- b. During the first year of operation, the Contractor, upon prior approval from the HPHA, shall make adjustments to the septic tank sludge pump frequency to maintain effluent standards which meets the requirements of the DOH. Sludge pumping for the septic tank, however, shall be pumped at a minimum of every 2 months.

C. DETAILED SERVICES FOR SYSTEM COMPONENTS

SEWAGE TREATMENT PLANT

1. Weekly Services Required: (minimum of four (4) days per calendar week)
 - a. Check the air blowers and motors in accordance with the manufacturer's instructions and recommendations.
 - b. Check oil levels in air blowers once per week and replace as required.
 - c. Check air pipes for clogging and proper operation.
 - d. Perform all lab tests as required by the DOH for mixed liquor suspended solids and effluent suspended solids.
 - e. Record dissolved oxygen sensor reading at blower control panel once per week to ensure adequate dissolved oxygen levels are maintained.
 - f. Remove and clean dissolved oxygen sensor with soft cloth once per week.
 - g. Check for debris on surface of media and remove as required.
 - h. Test both blowers by manually running each blower.
 - i. Inspect media in aeration zone for adequate spacing (at least 0.5 inches) for water circulation. Air scour as necessary.
2. Monthly Services Required:
 - a. Check air pipes for clogging and proper operation.
 - b. Take water samples and prepare reports as required to meet the DOH "Hawaii Administrative Rules" Chapter 11-62 regulations. Submit copy of the test results to the HPHA Project Engineer and to the DOH as required.
 - c. Exercise air valves and perform air scour per manufacturer's recommended procedure prior to sludge removal. Coordinate with sludge pumping schedule.
 - d. Lubricate each blower.
 - e. Check air blowers for proper operation. Inspect belts and replace as necessary.
 - f. Check air filter elements of blower intake silencers and replace as required.
 - g. Monitor and remove monthly sludge generated by the plant according to manufacturer's recommended procedures. Coordinate the sludge removal and the septic tank sludge removal to be on the same day.
 - h. Inspect and replace as necessary, the filter elements of the air blower intake silencers.

- i. Waste sludge disposal service and monthly invoice must reflect an authorized disposal site. The sludge wasting of the treatment plant should be performed at the same time as the sludge wasting of the septic tank. The volume of sludge wasted, the solids concentration of sludge wasted, the name of the sludge pumping and hauling firm, and the dates of pumping and hauling, shall be recorded.
- 3. Quarterly Services Required:
 - a. Check air blower oil seals for leaks.
 - b. Air scour media in aeration zone for 30 minutes during a low flow period per manufacturer's recommended procedure.
- 4. Semi-Annual Services Required:
 - a. Calibrate dissolved oxygen probe as per manufacturer's recommended procedure.
- 5. Annual Services Required
 - a. Perform vibration check on air blowers per manufacturer's recommendations.
 - b. Replace filter elements of the air blower intake silencers if they have not been replaced for 12 months.
 - c. Replace oil in air blowers if they have not been replaced for 12 months.

SEPTIC TANK

- 1. Weekly Services Required: (minimum of one (1) day per calendar week)
 - a. Open inspection ports and check if tank is operating with normal water levels.
- 2. Monthly Services Required:
 - a. Monitor and remove monthly sludge, debris, and solids from access ports. Coordinate the sludge removal and the treatment plant sludge removal to be on the same day.
 - b. Waste sludge disposal service and monthly invoice must reflect an authorized disposal site. The sludge wasting of the septic tank should be performed at the same time as the sludge wasting of the treatment plant. The volume of sludge wasted, the solids concentration of sludge wasted, the name of the sludge pumping and hauling firm, and the dates of pumping and hauling, shall be recorded.

SEWAGE LIFT STATION

1. Weekly Services Required: (minimum of one (1) day per calendar week)
 - a. Check the pumps and motors in accordance with the manufacturer's instructions and recommendations.
 - b. Test and clean the level control and alternator switches as required.
 - c. Test the magnetic starters, and clean and adjust as required.
 - d. Keep wet well clear of debris and grease accumulation.
 - e. Record daily flows from pump control panel.
 - f. Check pump run times to ensure equal pump usage. Manually rotate lead and lag pumps or observe automatic pump alternation.
 - g. Check for debris on wet well water surface and remove as required.
2. Quarterly Services Required:
 - a. Pump down wet well, hose down and clean out all grease accumulation.
 - b. Test wet well high level alarm.
 - c. Waste sludge disposal service and monthly invoice must reflect the authorized disposal site.
3. Annual Services Required:
 - a. Remove pumps from the wet well; clean and inspect. Pay special attention to the pump impellers.

LIFT STATION VALVE BOX

1. Monthly Services Required:
 - a. Open valve box cover to inspect for standing water or debris.
 - b. Perform visual inspection for integrity of flow meter.

CHLORINE FEED SYSTEM

1. Weekly Services Required: (minimum of one (1) day per calendar week)
 - a. Open manhole cover, remove and clean feed tubes with fresh water and a brush.
 - b. Add chlorine tablets as needed.
 - c. Adjust baffle with adjustment tool to change chlorine contact time. Increase contact time by raising inlet baffle and decrease contact time by lowering the inlet baffle.

CONTROL PANELS

1. Weekly Services Required: (minimum of one (1) day per calendar week)
 - a. Inspect equipment control panel internals and check for damage from rodents.

EMERGENCY GENERATOR

The emergency generator and associated automatic transfer switch should be left in the "Automatic" mode.

1. Perform periodic maintenance as recommended by manufacturer's operator manual. Maintenance tasks shall be documented by photos to maintain the system's warranty.
2. Daily Services Required or After 8 Hours of Operation:
 - a. Check for oil, fuel, cooling and exhaust system leaks.
 - b. Check engine oil level, coolant level, and coolant heater.
3. Monthly Services Required or After 100 Hours of Operation:
 - a. Check air cleaner, service as necessary in accordance as recommended by manufacturer's instructions.
 - b. Check starting battery electrolyte level and service starting battery.
 - c. Check all hardware (fittings, clamps, fasteners, etc.).
 - d. Check fuel lines, connections, meter, and generator air outlet.
 - e. Test transfer switches and maintain as required.
 - f. Test switch circuitry to ensure proper functioning.
 - g. Under supervision of the manufacturer's representative, run the generator engine under load for a minimum of 30 minutes operating the sewage lift pumps and treatment plant air blowers.
4. Semi-Annual Services Required of After 250 Hours of Operation:
 - a. Change engine oil and filter. Replace after one (1) year.
 - b. Check radiator hoses for wear and cracks. Replace if hard or brittle.
 - c. Check belt drive. Visually check belt for evidence of wear or slippage. Replace if hard or brittle.
 - d. Check anti-freeze concentration.
 - e. Check AC generator and controls.

5. Annual Services Required of After 500 Hours of Operation:
 - a. Replace Positive Crank Case Ventilation Valve.
 - b. Inspect distributor cap and rotor.
 - c. Inspect secondary ignition wires.
 - d. Clean cooling systems.
 - e. Inspect or replace spark plugs. Replace after every 1,000 hours of operation.
 - f. Inspect or replace oxygen sensor. Replacement must be performed by a qualified mechanic. Contact an authorized service center. Replace after every 1,500 hours of operation.

EFFLUENT DISPOSAL SYSTEM

1. Weekly Services Required:
 - a. Open manhole cover of flow distribution box and check water levels to ensure no surcharging is occurring.
 - b. Take effluent grab sample for chlorine residual.
2. Monthly Services Required:
 - a. Take effluent grab samples for BOD, TSS, pH, temperature and alkalinity from water in the flow distribution box.
 - b. Open leach field inspection ports and check water levels.
3. Annual Services Required:
 - a. Take effluent grab samples for Total Kjeldahl Nitrogen, Ammonia Nitrogen, and Phosphorus from water in the flow distribution box.

V. EMERGENCY SERVICES:

The Contractor shall provide 24-hour service capabilities to handle emergency service, repair or replacement. Emergency services shall be paid for by the HPHA to the Contractor on an actual time and material basis. The Contractor shall respond and be on-site within four (4) hours of notification by the HPHA personnel of an emergency. The cost of parts charged for emergency services shall be the actual cost with the original invoices submitted to the HPHA for approval prior to payment.

VI. WORKMANSHIP:

All operational and maintenance services including emergency services shall be done in a first-class workmanlike manner by mechanics skilled in the trade and under proper supervision of the contractor.

VII. PROTECTION:

The Contractor shall take all necessary precautions to protect the public and tenants from injury resulting from his work. The Contractor shall provide his own safety equipment such as goggles, gloves, masks, etc. as required completing his work. The Contractor shall take all necessary steps to safeguard his work and also the property of the HPHA as well as other individuals in the vicinity of his work area during the execution of this contract. He shall be responsible for and make good on any and all damages and for losses to work or property caused by his or his employee's negligence.

VIII. CONTRACTOR AND THE STATE DEPARTMENT OF HEALTH:

The Contractor shall be present at all meetings with the DOH (no more than twice a year).

IX. STORAGE OF MATERIALS AND EQUIPMENT:

The Contractor shall store materials and equipment at the jobsite only upon the approval of the HPHA Project Engineer. The HPHA will not be responsible for the loss or damage of any materials and equipment stored on site.

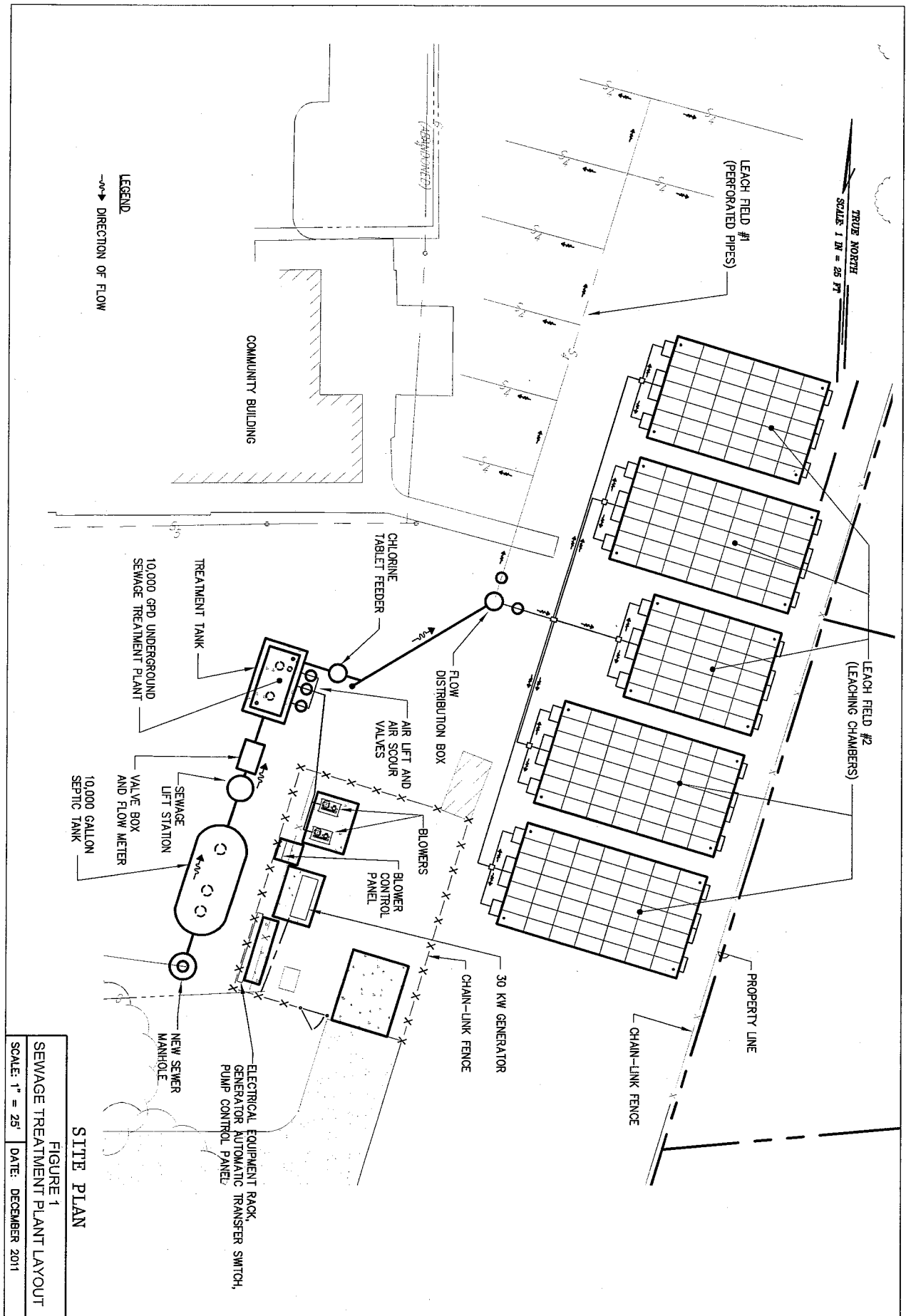
X. NOTIFICATION OF THE HPHA STAFF AND RESIDENTS:

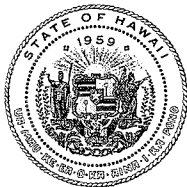
The Contractor shall notify and coordinate with the AMP Manager at least 48 hours in advance of any work that would produce noxious odors, excessive noise or utility outages.

XI. CLEAN-UP:

At completion of each operational and/or maintenance service or emergency service, the Contractor shall clean up and remove all rubbish, grease and debris from the premises resulting from this work, and keep the entire sewer treatment plant area clean and neat.

End of Section





STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, between Hawaii Public Housing Authority,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Executive Assistant,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 1002 North School Street, Honolulu, Hawaii, 96817
 and _____
 ("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of Hawaii, whose business address and federal
 and state taxpayer identification numbers are as follows: _____

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
- B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
- C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
- E. Pursuant to 356D-4, HRS, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
- (1) Capital Improvement Program (CIP)
(Identify state sources)
- or (2) Capital Fund Program (CFP)
(Identify federal sources)
- or both, in the following amounts: State \$ _____
 Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number CMS-2011-33 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Fifty and No/100 _____ DOLLARS (\$ 50.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

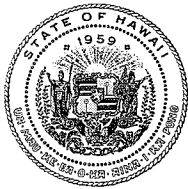
(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit

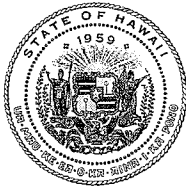
Doc. Description: Contract for Goods or Services Based Upon
Competitive Sealed Bids, AG-003

(Notary Stamp or Seal)

Notary Signature

Date

NOTARY CERTIFICATION



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

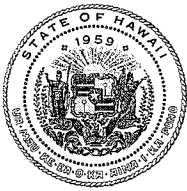
Date _____



STATE OF HAWAII
SCOPE OF SERVICES

Project: PROVIDE OPERATIONAL & PREVENTIVE MAINTENANCE SERVICES FOR THE NEW STP
AT KUPUNA HOME O'WAIALUA
Job No.: 11-022-150-S
Location: 67-088 Goodale Avenue, Waialua, Oahu, Hawaii

1. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the STATE, and in strict accordance with the terms and conditions of this Contract and the requirements of the Invitation for Bids, Job No. 11-022-150-S, IFB No. CMS-2011-33, dated January 2012, provide and perform the services set forth below. It is understood that this Contract includes the Scope of Work as described in the Technical Specifications, Page TS-1 to TS-12, attached hereto and made a part hereof.

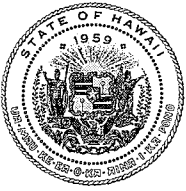


STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project: PROVIDE OPERATIONAL & PREVENTIVE MAINTENANCE SERVICES FOR THE NEW STP
AT KUPUNA HOME O'WAIALUA
Job No.: 11-022-150-S
Location: 67-088 Goodale Avenue, Waialua, Oahu, Hawaii

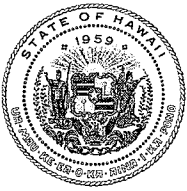
1. The STATE agrees to pay the CONTRACTOR, for services satisfactorily performed under this Contract, a sum of money not to exceed \$ _____ for the 3-year period.
2. Funds are subject to appropriation by the Hawaii State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient funds for any portion of the remaining contract period, the STATE may terminate the contract or revise the amount/quantity of services required without penalty.
3. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:
 - a. The CONTRACTOR shall submit a monthly invoice, one (1) original and two (2) copies, for services rendered to:
Hawaii Public Housing Authority
P.O. Box 17907
1002 North School Street
Honolulu, Hawaii 96817
 - b. Section 103-10, HRS provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. The date of the invoice shall be the latter of the two: 1) date of the invoice, or 2) postmark of the original invoice received by the HPHA via USPS or other method of delivery.
 - c. All invoices shall reference the contract number assigned to this Contract. Payment shall be in accordance with Section 103-10, HRS, upon certification by the Project Engineer that the CONTRACTOR has satisfactorily performed the services specified. Payment shall be made on the basis of the services performed by the CONTRACTOR. The CONTRACTOR shall submit monthly invoices for payment, listing dates and services rendered for the previous month. All charges for emergency work, if any, shall be described, and charges shall be computed at the contracted rate per hour plus the costs of any parts, equipment and supplies on a separate invoice. The CONTRACTOR shall clearly indicate any adjustments made to the billing statement for services not performed.
 - d. Charges for services not specified or not included in the contract by a Supplemental Contract or for emergency work shall be submitted on a separate invoice and will be paid for by purchase order or state procurement card, as appropriate.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

- e. For final payment, the CONTRACTOR must submit a valid original tax clearance certificate "Certificate of Compliance for Final Payment" (SPO Form-22). If the CONTRACTOR fails to provide a valid tax clearance certificate within one (1) month of the termination date of this Contract, the STATE shall assign the final payment in an amount not to exceed the tax liability to the Department of Taxation or the Internal Revenue Service; provided that the debt to the Department of Taxation shall be offset first.
4. The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to the site and existing facilities. If such repairs are not completed within a reasonable time, the STATE reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from the moneys due or may thereafter become due to the CONTRACTOR. In the event the money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE.



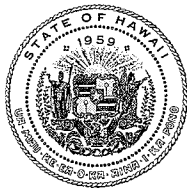
STATE OF HAWAII

TIME OF PERFORMANCE

Project: PROVIDE OPERATIONAL & PREVENTIVE MAINTENANCE SERVICES FOR THE NEW STP
AT KUPUNA HOME O'WAIALUA
Job No.: 11-022-150-S
Location: 67-088 Goodale Avenue, Waialua, Oahu, Hawaii

1. The term of this Contract for Providing Operational and Preventive Maintenance Services for the New Sewage Treatment Plant at Kupuna Home O'Waialua shall be for a 3-year period.
2. No services shall be performed on this Contract before a Notice to Proceed is issued.
3. The option to extend the Contract will be at the sole discretion of the STATE. The Contract may be extended, without the necessity of re-bidding, at the same rates as proposed in the original bid, unless price adjustments can be justified and approved as provided herein:

Initial term of contract:	3 years
Number of extensions:	2
Length of each extension:	Up to 12 months (may be less than 12 months when it is in the best interest of the State)
Maximum length of contract:	5 years
4. The initial period shall commence on the date indicated on the Notice to Proceed. The following conditions must be met for an extension:
 - a. The STATE determines there is an ongoing need for the services and has funds to extend services, not to exceed two (2) 12-month periods. Contract extensions shall be awarded at the same or comparable rates as the primary contract.
 - b. A supplemental agreement must be executed prior to the expiration of the primary contract.
 - c. The STATE must obtain HUD approval in writing of the extension prior to execution of a supplemental agreement.
 - d. The CONTRACTOR must obtain STATE approval in writing and a Notice to Proceed with the extension.
 - e. The STATE has determined that the CONTRACTOR has satisfactorily provided service over the current contract term.
 - f. Necessary state and/or federal funds are appropriated and allotted for an extension.



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Hakim Ouansafi

(Date)

(Print Name)

Executive Director

(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII
SPECIAL CONDITIONS

Project: PROVIDE OPERATIONAL & PREVENTIVE MAINTENANCE SERVICES FOR THE NEW STP
AT KUPUNA HOME O'WAIALUA
Job No.: 11-022-150-S
Location: 67-088 Goodale Avenue, Waialua, Oahu, Hawaii

1. SPECIAL INSURANCE REQUIREMENTS

The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by the successful CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000.00</u> per occurrence and <u>\$2,000,000.00</u> aggregate Personal Injury: <u>\$1,000,000.00</u> per occurrence and <u>\$2,000,000.00</u> aggregate
Automobile Insurance covering all owned, non- owned and hired automobiles.	Bodily Injury: <u>\$1,000,000.00</u> per person and <u>\$1,000,000.00</u> per occurrence Property Damage: <u>\$1,000,000.00</u> per accident. Or a combined single limit of <u>\$2,000,000.00</u>
Workers Compensation (statutory limit as required by laws of the State of Hawaii)	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-contractor fails to provide adequate similar protection for all his employees, to all employees of sub-contractors.

- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured for work performed under this Contract. The CONTRACTOR agrees to provide the HPHA before the effective date of the Contract, certificate(s) of insurance necessary to evidence the CONTRACTOR's compliance with the insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the HPHA during the entire term of this Contract. Upon request by the HPHA, the CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of the CONTRACTOR.



STATE OF HAWAII

SPECIAL CONDITIONS

- c. The procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. The CONTRACTOR shall notify the HPHA in writing of any cancellation or change in provisions 30 calendar days prior to the effective date of such cancellation or change.
- e. The HPHA is a self-insured State agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.

3. **MODIFICATIONS TO FORM AG-003, Rev. 06/22/2009**

The following paragraph in form AG-003, Contract for Goods and Services Based Upon Competitive Sealed Bids shall be modified as follows:

- a. Paragraph 7 – Liquidated Damages: Delete the phrase “in accordance with the terms of paragraph 9 of the General Conditions.” For the assessment of liquidated damages, refer to Section 2, Specifications, IV. PERFORMANCE MONITORING & REMEDIES, B. Liquidated Damages, of the Invitation-For-Bids to Provide Operational & Preventive Maintenance Services for the New STP at Kupuna Home O'Waialua.

4. **WORKING HOURS**

All work must be done between 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding legal holidays.

5. **LIQUIDATED DAMAGES**

Liquidated Damages shall be assessed in the amount of Fifty and No/100 Dollars (\$50.00) per day in accordance with the terms of Section 2, Specifications, IV. PERFORMANCE MONITORING & REMEDIES, B. Liquidated Damages, of the Invitation-For-Bids to Provide Operational & Preventive Maintenance Services for the New STP at Kupuna Home O'Waialua.

6. **POLLUTION CONTROL**

If during the performance of this Contract, the CONTRACTOR encounters a “release” or a “threatened release” of a reportable quantity of a “hazardous substance,” “pollutant,” or “contaminant” as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the State and all other appropriate state, county, or federal agencies as required by law. The CONTRACTOR shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the State Department of Health issues in response to the release.



STATE OF HAWAII

SPECIAL CONDITIONS

7. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

The CONTRACTOR acknowledges and shall follow Section 11-355, HRS, which prohibits campaign contributions from contractors, who enter into any contract with the State or County, during the term of the contract.

8. CONFIDENTIALITY OF PERSONAL INFORMATION

a. Definitions

“Personal information” means an individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either name of data elements are not encrypted:

- (1) Social security number;
- (2) Driver’s license number or Hawaii identification card number, and
- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual’s financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

“Technological safeguards” means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate “technological safeguards” that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure or personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.



STATE OF HAWAII

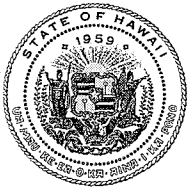
SPECIAL CONDITIONS

- c. Security Awareness Training and Confidentiality Agreements
 - (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have complete training on security awareness topics relating to protecting personal information.
 - (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to the Contract.
- d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:
 - (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
 - (2) Immediately terminate this Contract.In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.
- e. Records Retention
 - (1) Upon any termination of this Contract, CONTRACTOR shall pursuant to chapter 487R, HRS, destroy all copies (paper, or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any sub-contractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

9. INTERCHANGEABLE TERMS

The following terms shall be one and same:

- a. “Contract” and “Agreement”;
- b. “HPHA” and “STATE”.



STATE OF HAWAII
SPECIAL CONDITIONS

10. CONTRACT ADMINISTRATION PURSUANT TO ACT 17 SESSION LAWS OF HAWAII 2009

- a. For the duration of a contract awarded utilizing the apprenticeship preference, ...
- b. Monthly certification shall be made on *Monthly Certification Form 2*...
- c.
 - (1) Withholding ...
 - (2) Temporary ...
 - (3) Proceed ...
- d. If events such as "acts of God"..."

11. ACT 68 Session Laws of Hawaii 2010 (ACT 68) shall apply to this Contract.

- a. Definitions pursuant to ACT 68:
 - (1) "Contract" means contracts for construction under 103D, HRS.
 - (2) "CONTRACTOR" has the same meaning as in Section 103D-104, HRS, provided that "CONTRACTOR" includes a Subcontractor where applicable.
 - (3) "Construction" has the same meaning as in Section 103D-104, HRS.
 - (4) "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
 - (5) "Resident" means a person who is physically present in the State of Hawaii at the time the person claims to have established the person's domicile in the State of Hawaii and shows the person's intent is to make Hawaii the person's primary residence.
 - (6) "Shortage trade" means a construction trade in which there is a shortage of Hawaii residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.



STATE OF HAWAII
SPECIAL CONDITIONS

b. Employment of State Residents Requirements in accordance with Act 68:

- (1) A CONTRACTOR awarded a Contract shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the Contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the Contract by Hawaii residents, by the total number of hours worked on the Contract by all employees of the CONTRACTOR in the performance of the Contract. The hours worked by any Subcontractor of the CONTRACTOR shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.
- (2) Prior to starting any construction work, the CONTRACTOR shall submit the subcontract dollar amount for each of its Subcontractors.
- (3) The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the CONTRACTOR, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.
- (4) The CONTRACTOR and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of Act 68 for the entire duration of the Contract.
 - (a) Certification of compliance shall be made on a monthly basis. If no progress payments are made for any month, the CONTRACTOR, and any Subcontractor as applicable, shall still be required to submit the certification on monthly basis to the Contracting Officer.
 - (b) The certification of compliance shall be made under oath by an officer of the company by completing a Certification of Compliance for Employment of State Residents form and executing the Certificate before a licensed notary public.



STATE OF HAWAII
SPECIAL CONDITIONS

- (c) In addition to the monthly certification as indicated above, the CONTRACTOR and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the CONTRACTOR and Subcontractor who performed work on the project to validate compliance with Act 68. The CONTRACTOR and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim negotiation, investigation, audit or other action involving the records has been started before the expiration of the four (4) year period, the CONTRACTOR and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four (4) year period, whichever occurs later. Furthermore, it shall be the CONTRACTOR's responsibility to enforce compliance with this provision by any Subcontractor.
- (5) A CONTRACTOR who fails to comply with this section shall be subject to any of the following sanctions:
 - (a) Temporary suspension of work on the project until the CONTRACTOR or its Subcontractor complies with Act 68;
 - (b) Withholding of payment on the Contract until the CONTRACTOR or its Subcontractor complies with Act 68;
 - (c) Permanent termination of the CONTRACTOR or Subcontractor from any further work on the project;
 - (d) Recovery by the State, as applicable, of any moneys expended on the Contract or subcontract as applicable; or
 - (e) Proceedings for debarment or suspension of the CONTRACTOR or Subcontractor under Hawaii Revised Statutes §103D-702.
- c. Conflict with Federal law: This section shall not apply if the application of this section is in conflict with any Federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period

not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of

supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.
- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

- (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.
34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or
 - (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

Years 2011 and 2012**Holidays to be Observed by the
HAWAII STATE GOVERNMENT****www.hawaii.gov/hrd**

Website where State Holiday Schedule posted.

Compiled by the State Department of Human Resources Development, created 1/2011. Accurate as of date of compilation. For use by State government agencies. See footnotes for more information. Sources: Hawaii Revised Statutes as amended; State Constitution as amended; and the Reference Desk of the Hawaii State Library.

YEAR 2011 HAWAII STATE HOLIDAYS(Hawaii Rev. Statutes, Sec. 8-1)Day Observed in 2011Official Date Designated in Statute/Constitution

2011 New Year's Day	Dec. 31, 2010	Friday	The first day in January
Dr. Martin Luther King, Jr. Day	Jan. 17	Monday	The third Monday in January
President's Day	Feb. 21	Monday	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day ...	Mar. 25	Friday	The twenty-sixth day in March
Good Friday	Apr. 22	Friday	The Friday preceding Easter Sunday
Memorial Day	May 30	Monday	The last Monday in May
King Kamehameha I Day	June 10	Friday	The eleventh day in June
Independence Day	July 4	Monday	The fourth day in July
Statehood Day	Aug. 19 ..	Friday	The third Friday in August
Labor Day	Sept. 5	Monday	The first Monday in September
Veterans' Day	Nov. 11	Friday	The eleventh day in November
Thanksgiving	Nov. 24 ...	Thursday ...	The fourth Thursday in November
Christmas	Dec. 26 ...	Monday	The twenty-fifth day in December

YEAR 2012 HAWAII STATE HOLIDAYS(Hawaii Revised Statutes, Sec. 8-1)Day Observed in 2012Official Date Designated in Statute/Constitution

New Year's Day	Jan. 2	Monday	The first day in January
Dr. Martin Luther King, Jr. Day	Jan. 16	Monday	The third Monday in January
Presidents' Day	Feb. 20	Monday	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day ...	Mar. 26	Monday	The twenty-sixth day in March
Good Friday	Apr. 6	Friday	The Friday preceding Easter Sunday
Memorial Day	May 28	Monday	The last Monday in May
King Kamehameha I Day	June 11	Monday	The eleventh day in June
Independence Day	July 4	Wednesday	The fourth day in July
Statehood Day	Aug. 17 ..	Friday	The third Friday in August
Labor Day	Sept. 3	Monday	The first Monday in September
General Election Day	Nov. 6	Tuesday	The first Tuesday in Nov. following the first Monday of even-numbered years. (Hawaii State Constitution, Article 2 – Section 8)
Veterans' Day	Nov. 12 ...	Monday	The eleventh day in November
Thanksgiving	Nov. 22 ...	Thursday ...	The fourth Thursday in November
Christmas	Dec. 25 ...	Tuesday	The twenty-fifth day in December

FOOTNOTES: Hawaii Revised Statutes (HRS) 8.2 requires holidays that fall on Saturdays to be observed on the preceding Friday, and holidays that fall on Sundays to be observed on the following Monday. As of September 2001, these are the legal holidays defined in the HRS to be observed by the State, the State Judiciary, and county governments in Hawaii. Federal government and local banking holidays differ. Public school "breaks" are not included. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Election days are established by the State Constitution. This list does not reflect State furlough dates. Created 1/5/2011 subject to change.